



200207020044  
Skagit County Auditor

7/2/2002 Page 1 of 2 11:39AM

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: R/W Department  
1700 East College Way  
Mount Vernon, WA 98273

**EASEMENT**

GRANTOR: BELLOWS, GARY & DONNA  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: Portion NWSW 10-35-6 being Lot 1 SP 94-048  
ASSESSOR'S PROPERTY TAX PARCEL: P109031/350610-3-006-0100

FIRST AMERICAN TITLE CO.  
ACCOMMODATION RECORDING ONLY

W7871

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **GARY BELLOWS and DONNA BELLOWS, husband and wife** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across, and through the following described real property ("Property" herein) in Skagit County, Washington:

**LOT 1 OF SHORT PLAT 94-048 APPROVED MARCH 16, 1995, RECORDED MARCH 16, 1995, IN VOLUME 11 OF SHORT PLATS, PAGE 189 UNDER AUDITOR'S FILE NO. 9503160049, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M.**

**SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.**

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

**A strip of land ten (10) feet in width with five (5) feet on each side of the centerline of grantee's facilities as now constructed, to be constructed, extended or relocated lying within the above described parcel – generally described as follows:**

**Beginning at a point 125 feet on the south line of the above described Lot 1, said point being approximately 125 feet west of the southeast corner of said lot; thence in a northeasterly direction a distance of 70 feet, more or less, to a point that is 50 feet north of said south line, said point being on the westerly margin of an existing private lane; thence north along said westerly margin for a distance of 680 feet, more or less; thence west to a point that is 30 feet west of the east line of said lot 1 and the terminus of said centerline.**

**1. Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

**Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

**2. Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

**3. Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

UG Electric 11/1998  
38798/105018444  
SW 10-35-6

*No monetary consideration was paid*

4. **Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

5. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

6. **Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this 22 day of June, 2002.

GRANTOR:

BY: Donna Bellows

BY: Gay Bellows

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) SS

On this 22nd day of June, 2002, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Donna Bellows to me known to be the individual who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



David P. Nesbitt  
(Signature of Notary)

DAVID P. NESBITT  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,  
residing at OAK Harbor

My Appointment Expires: November 19, 2005

Notary seal, text and all notations must be inside 1" margins

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax  
PAID

JUL 02 2002

Amount Paid \$ 0  
Skagit County Treasurer  
By: DC Deputy



200207020044  
Skagit County Auditor